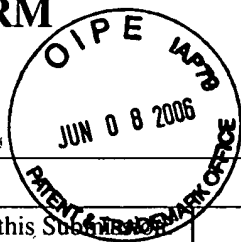


2194
17W

TRANSMITTAL FORM	Application No.:	10/017,183
	Filing Date:	12/7/2001
	First Named Inventor:	Coach Wei
	Confirmation No.:	5883
	Group Art Unit	2194
	Examiner:	Zhen, Li B
Customer No.		24227
Docket No.		NW-102
Total Number of Pages in this Submission: _____		



ENCLOSURES (check all that apply)

<input checked="" type="checkbox"/> Authorization for the Commissioner to charge Deposit Account No. 05-0889 for fees associated with this transaction (in duplicate) <input type="checkbox"/> Amendment/Response <input type="checkbox"/> After Final <input type="checkbox"/> Affidavits/Decl. <input type="checkbox"/> Extension of Time Request for Months <input type="checkbox"/> Information Disclosure Statement <input type="checkbox"/> Request for Continued Examination Transmittal <input type="checkbox"/> Response to Missing Parts/Incomplete Application <input type="checkbox"/> Certified Copy of Priority Document(s) <input type="checkbox"/> Fee Transmittal (in duplicate)	<input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Recordation Cover Sheet <input type="checkbox"/> Declaration/Power of Attorney <input type="checkbox"/> Copy of Notice to File Missing Parts of Nonprovisional Application <input type="checkbox"/> Revocation of Power of Attorney <input type="checkbox"/> Formal Drawings <input type="checkbox"/> Letter to Official Draftsperson with ____ () sheets of redlined changes to drawings <input type="checkbox"/> Copy of PTO 948, "Notice of Draftsperson's Patent Review" <input type="checkbox"/> Preliminary Amendment <input checked="" type="checkbox"/> Additional Enclosures: Revocation of Power of Attorney with New Power of Attorney and Change of Correspondence Address	<input type="checkbox"/> Petition for Revival of an Unintentionally Abandoned Application [37 CFR 1.137(b)] (in duplicate) <input type="checkbox"/> Form PTOL-85B, Part B -Issue Fee Payment Transmittal," (in duplicate) <input type="checkbox"/> Power of Attorney <input checked="" type="checkbox"/> Statement Under 37 CFR 3.73(b) <input type="checkbox"/> Express Abandonment Request <input type="checkbox"/> Terminal Disclaimer <input type="checkbox"/> Status Inquiry <input checked="" type="checkbox"/> Certificate of First Class Mailing <input type="checkbox"/> Certificate of Express Mail Mailing <input checked="" type="checkbox"/> Postcard
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SIGNATURE OF APPLICANT, ATTORNEY OR AGENT

Date <u>June 6, 2006</u> Tel: (508) 293-6985 Fax: (508) 293-7189	<u>Robert K. Perkins</u> Robert Kevin Perkins, Esq. (Reg. No. 36,634) EMC Corporation Office of the General Counsel 176 South Street Hopkinton, MA 01748
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CERTIFICATE OF MAILING OR TRANSMISSION [37 CFR 1.8]

I hereby certify that this correspondence and the above-referenced enclosures are being:

☒ Deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

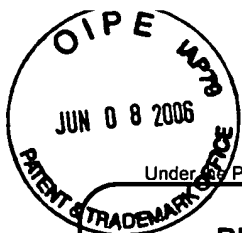
☐ Transmitted by facsimile on the date shown below to the Patent and Trademark Office at (703)

Date 6/6/2006

Signature Timothy J. Rousseau

Timothy J. Rousseau

Typed or printed name of person signing certificate



Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**REVOCATION OF POWER OF
ATTORNEY WITH
NEW POWER OF ATTORNEY
AND
CHANGE OF CORRESPONDENCE ADDRESS**

Application Number	10/017,183
Filing Date	12/7/2001
First Named Inventor	Coach Wei
Art Unit	2194
Examiner Name	Zhen, Li B
Attorney Docket Number	NW-102

I hereby revoke all previous powers of attorney given in the above-identified application.☐ A Power of Attorney is submitted herewith.**OR**☒ I hereby appoint the practitioners associated with the Customer Number: 24227☒ Please change the correspondence address for the above-identified application to:☒ The address associated with
Customer Number:24227**OR**☐ Firm or
Individual Name

Address

City

State

Zip

Country

Telephone

Email

I am the:

☐ Applicant/Inventor.☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)**SIGNATURE of Applicant or Assignee of Record**

Signature

Name

Robert Kevin Perkins

Date

June 6, 2006

Telephone

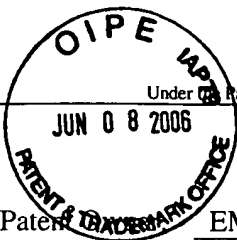
508-293-6985

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

☐ *Total of _____ forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent EMC Corporation

Application No./Patent No. 10/017,183 Filed/Issue Date: 12/7/2001

Entitled: **METHODS AND TECHNIQUES FOR DELIVERING RICH JAVA APPLICATIONS OVER THIN-WIRE CONNECTIONS WITH HIGH PERFORMANCE AND SCALABILITY**

EMC Corporation a corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
(The extent (by percentage) of its ownership interest is _____ %)

in the patent application/patent identified above by virtue of either:

- A. ☐ An Assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Coach K Wei and Zakir Magdum To: Nexaweb Technology, Inc.
The document was recorded in the United States Patent and Trademark Office at Reel 016811, Frame 0738, or for which a copy thereof is attached.
2. From: Nexaweb Technologies, Inc. To: EMC Corporation
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.
[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Robert Kevin Perkins
Signature

June 6, 2006
Date

Robert Kevin Perkins
Printed or Typed Name

508-293-6985
Telephone Number

Registered Patent Attorney
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

EXHIBIT A

PATENT ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") dated as of December 30, 2005 (the "Effective Date") by and between EMC Corporation ("EMC") and Nexaweb Technologies, Inc. ("Nexaweb") is entered into in connection with the Settlement Agreement dated December 30, 2005 between EMC and Nexaweb. In the event of any conflict between this Agreement and the Settlement Agreement, the Settlement Agreement shall control.

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, EMC and Nexaweb hereby agree as follows:

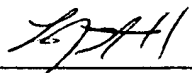
Nexaweb hereby sells, conveys, transfers, assigns and delivers to EMC, all of Nexaweb's rights, title and interest in and to all patents and patent applications listed on Annex A to this agreement, including, all divisional, continuations, continuations-in-part, reissues, reexaminations, substitutes, foreign counterparts, and extensions thereof and all patents to be issued thereto (the "Transferred Property"). The parties hereby agree that, except for a breach of this Agreement and the Settlement Agreement, as of the Effective Date, Nexaweb shall have no further liability with respect to the Transferred Property.

Each of EMC and Nexaweb represents and warrants to the other that the execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action of such party and that, upon such execution and delivery, this Agreement shall be binding and enforceable against such party.

Nexaweb represents and warrants to EMC that Nexaweb is the sole and exclusive owner of all Transferred Property and that no Transferred Property, as of the Effective Date, is subject to any encumbrance, including without limitation any license, cross license, covenant not to sue, consent, decree, stipulation, judgment, order, assignment of rights, royalty, payment or other similar restriction or obligation. Nexaweb further represents and warrants to EMC that, as of the Effective Date, there is no pending or, to Nexaweb's knowledge, threatened claim, suit, action or other proceeding relating to or arising in connection with any of the Transferred Property. Nexaweb agrees that it will transfer to EMC any relevant documents or other tangible information relating to the Transferred Property and will execute any additional documents reasonably requested by EMC to give effect to the transactions contemplated hereby.

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon, or to give to, any person, firm, corporation or other entity, other than EMC, Nexaweb and their respective successors and permitted assigns, any right or remedy under or by reason of this Agreement or any term, covenant or representation contained herein, and all of the terms, covenants, promises, representations and warranties and agreements contained in this Agreement shall be for the sole and exclusive benefit of EMC, Nexaweb and their respective successors and permitted assigns.

EMC CORPORATION

By: 
Name: Leonard J. Grogan
Title: Associate General Counsel

NEXAWEB TECHNOLOGIES, INC.

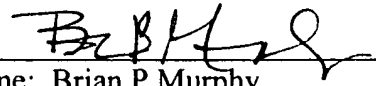
By: _____
Name: _____
Title: _____

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon, or to give to, any person, firm, corporation or other entity, other than EMC, Nexaweb and their respective successors and permitted assigns, any right or remedy under or by reason of this Agreement or any term, covenant or representation contained herein, and all of the terms, covenants, promises, representations and warranties and agreements contained in this Agreement shall be for the sole and exclusive benefit of EMC, Nexaweb and their respective successors and permitted assigns.

EMC CORPORATION

By: _____
Name: Leanne J Fitzgerald
Title: Associate General Counsel

NEXAWEB TECHNOLOGIES, INC.

By:  _____
Name: Brian P Murphy
Title: SVP, WW Sales and Services

Annex A
Patents/Patent Applications

	Title	Application/Patent No.
1.	"Computing Architecture"	U.S. Patent No. 6,654,784 B1 (the " <u>784</u> patent")
2.	"Methods and Performance for Delivering Rich Java Applications Over Thin-Wire Connections with High Performance and Scalability"	U.S. Patent Application Publication No. US2003/0200254 (the " <u>254</u> " patent application")
3.	all continuations, divisionals, continuations in part, reissues and foreign counterparts of any of the foregoing patent(s), and any and all patent applications that claim priority thereto.	